

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

HARRY R. FOWLER,)	8:09CV65
)	
Plaintiff,)	
)	
v.)	MEMORANDUM
)	AND ORDER
WERNER ENTERPRISES,)	
)	
Defendant)	

This matter is before the court on its own motion. On November 10, 2009, the court granted Summary Judgment in Defendant's favor, dismissed Plaintiff's claims with prejudice and entered judgment against Plaintiff. (Filing Nos. [54](#) and [55](#).) On December 10, 2009, Plaintiff filed a Notice of Appeal of the court's Judgment. (Filing No. [56](#).) However, Plaintiff did not pay the \$455.00 appeal fee or file a motion for leave to proceed in forma pauperis ("IFP"). (Filing No. [57](#).)

Before the court can process Plaintiff's appeal, Plaintiff must either pay the entire \$455.00 appeal fee or file an IFP application.¹ Plaintiff is therefore permitted until January 7, 2010, to pay the entire \$455.00 appeal fee or file an IFP application. If Plaintiff fails to either pay the \$455.00 appeal fee or file an IFP application by January 7, 2010, Plaintiff's appeal will not be processed.

IT IS THEREFORE ORDERED that:

1. The Clerk of the court shall send Plaintiff the Form AO240, "Application to Proceed Without Prepayment of Fees and Affidavit."

¹In the district-court action, Plaintiff did not proceed in forma pauperis because he paid the district-court filing fee. (Filing No. [2](#).)

2. By January 7, 2010, Plaintiff shall either file an application to proceed IFP or pay the \$455.00 appeal fee. If Plaintiff fails to comply with this Memorandum and Order, Plaintiff's appeal will not be processed.

3. The Clerk of the court is directed to set a pro se case management deadline with the following text: January 7, 2010: deadline for Plaintiff to file IFP application or pay appeal fee.

December 16, 2009.

BY THE COURT:

Richard G. Kopf
United States District Judge

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